IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

| IN RE: | CASE NO.: 12-01076 (ESL) |
|-------------------------------------|--------------------------|
| NATIONAL PROMOTERS & SERVICES, INC. | |

Debtor

CHAPTER 11

MOTION TO SET ASIDE ORDER PROHIBITING THE USE OF CASH COLLATERAL AND TO SHOW CAUSE

TO THE HONORABLE COURT:

COMES NOW National Promoters & Services, Inc., hereinafter the Debtor, through the undersigned attorney and very respectfully STATES and PRAYS:

- On June 5, 2013, LSREF2 Island Holdings LTD, Inc., ("Island Holdings") filed a motion entitled "Urgent Motion For Entry of Order Prohibiting the Use of Island Holding's Cash Collateral and For Adequate Protection" ("The Cash Collateral Motion") (Docket 183)¹ The Cash Collateral Motion provided an reduced objection period of seven (7) days.
- 2. On June 6, 2013, at 12:25 PM, Island Holdings filed a motion entitled "Motion Submitting Document". (Docket 181) In this motion Island Holdings submitted Exhibit 1 to the Cash Collateral Motion. This document was the only documentary evidence submitted by Island Holdings in support of the allegations contained in the Cash Collateral Motion.
- 3. On June 6, 2013 at 2:41 PM, this Honorable Court, in less than 24 hours after the filing of the Cash Collateral Motion and barely two hours after the filing of Island Holdings'

¹ The Cash Collateral motion was filed at 7:39 PM.

- exhibit, entered an Order prohibiting the Debtor's use of Island Holdings' alleged cash collateral. (Docket 182)
- 4. The Cash Collateral Order was entered without allowing the Debtor the opportunity to respond provided by the Bankruptcy Rules of Procedure, nor the limited objection period of seven (7) days stated in the Cash Collateral Motion.
- 5. Upon receipt and review by the undersigned of the Cash Collateral Motion a letter under the safe harbor provisions of Rule 9011 was sent to counsels for Island Holdings. In this letter the undersigned requested that Island Holdings withdraw the Cash Collateral Motion or correct the same in order to eliminate false statements of facts upon the Order was issued. Exhibit 1
- 6. The undersigned advised counsel for Island Holdings of the following issues:
 - a. Preliminary Statement at page 1: "Counsels for the parties have discussed the possibility of entering into a cash collateral stipulation and/or for payment of adequate protection to Island Holdings, yet no such agreement exists." This statement is completely false.
 We never entered into cash collateral discussions. The alleged cash collateral right was first mentioned at the end of the hearing held on June 3, 2013, where it was acknowledged by the Court that a cash collateral request has never been made nor was part of the pending matters in the case.
 - b. Preliminary Statement at page 1: "Notwithstanding the foregoing, the Debtor has admitted it is currently using Island Holdings' cash collateral without an agreement to do so. This has left Island Holdings without adequate protection, which it has demanded at no avail, and continues to demand now"- This statement completely is false. We never entered into cash collateral discussions.
 - c. Items 8 and 9 of the Motion at page 3: "8. Since the petition date, the Debtor has not deposited any payments on account receivables in any segregated accounts at Island

Holdings. 9. Island Holdings explicitly informed the Debtor. No agreement has been reached." - These statements are false and misleading.

- 7. The record of the case shows that prior to the filing of the Cash Collateral Motion Island Holdings had not made a claim for such right, nor had the parties entered into an agreement as to the validity of the exhibit brought for the first time on June 6. As of this date Island Holdings has failed to show the Court and the Debtor that it has a filed financing statement in order to perfect such right.
- 8. The Debtor understands that these false and misleading statements may have induced this Honorable Court to hastily enter the order prohibiting the use of the "alleged cash collateral" within hours of the filing of such extraordinary request. Therefore it is requested that the same be set aside pursuant to Rule 9024 (b)(3) of the Federal Rules of Bankruptcy Procedure.
- 9. Island Holdings recognized the false and misleading statement and filed its amended motion for use of cash collateral, alleging that certain factual allegations were "inadvertently included" and voluntarily stricken. (Docket 183)
- 10. The document entitled "Assignment of Leases and Rents" was never produced through discovery by Island Holdings, nor by its predecessor, Firstbank. Nor does such document form part of the supporting documents to the proof claim filed by Firstbank at Docket 40.
- 11. In sum, the alleged cash collateral issue was never raised by Island Holdings in its prior pleadings to this Honorable Court, even though they requested numerous alternate remedies in the six simultaneous motions filed by this creditor on April 30, 2013. Nor was this assignment of leases ever submitted as an exhibit of its prior motions.
- 12. Upon the receipt of the assignment of leases document and the order of this Honorable Court the Debtor reviewed once again its records and the records of the Department of

- State in order to determine if a security interest was ever perfected against the proceeds of the leases currently held by the Debtor and therefore such proceeds constitute Island Holdings' cash collateral.
- 13. The Debtor has identified only three financing statements filed in the Department of State. The same are the ones attached in Docket 40 and relate to an assignment to Service Agreements, not an assignment of leases. (Please refer to Dockets 40-35, 40-36 and 40-37) They are herein included as **Exhibit 2**.
- 14. All of the service agreements subject to assignment to the bank have expired. Therefore, there are no cash collateral rights under the security agreements which were indeed perfected by the creditor at that time, Firstbank and which Island Holdings has succeeded.
- 15. The assignment of leases and rents was never recorded, nor was a financing statement filed with the Department of State in order to perfect a security interest in the Debtor's personal property. Island Holdings has failed to submit copy of such financing statement, if the same exists.
- 16. Therefore, Island Holdings does not hold a security over the leases and the rent proceeds, as they are claiming in the Cash Collateral Motion.
- 17. Furthermore, pursuant to Puerto Rico law un the Commercial Transactions Act of 1995, as amended, a financial statement <u>must be filed in order to perfect all security interests</u> except for a narrow list included in Section 2102. 19 LPRA 2102.
- 18. Furthermore, Section 2002 of the Commercial Transactions Act of 1995, as amended, provides that the provisions of that title will apply to all transactions (regardless of its form) in which it is intended to create a security interest in personal property, including

- those created by pledge, assignment, chattel mortgage, factor's lien, conditional sale, trust receipt or other lien or title retention contract and lease or consignment intended as security. 19 LPRA 2002 (1) and (2). In re: Decker Construction, Inc., 461 BR 143 (Bkrtcy. D.P.R. 2011)
- 19. This section also provides that the Civil Code of Puerto Rico's provisions regarding pledges and with respect to transmissions of credits ("assignments") shall not apply to the transactions governed by the Commercial Transactions Act of 1995. 19 LPRA 2002 (4).
- 20. Decker Construction, supra, provides that in order for a security interest to be perfected over personal property, including chattel papers and accounts, the financing statement must be filed at the Puerto Rico Department of State citing 19 LPRA 2151. In the Decker's case the creditors asserted competing rights over the Debtor's account receivables pursuant to an executed assignment of account receivables.
- 21. The sole legal argument brought forth by Island Holdings in the Cash Collateral Motion in order to sustain that it holds a perfected security interest over the Debtor's leases and their proceeds is made in accordance with the case of <u>Building Maintenance v. Hato Rey Executive</u>, 109 DPR 656 (1980). This case is clearly distinguishable and inapplicable to the case at bar. The enactment of Commercial Transactions Act of 1995 makes the case cited by Island Holdings inapplicable. This case pre dates the adoption by the Commonwealth of Puerto Rico of the nine (9) of thirteen (13) articles of the Model Uniform Commercial Code ("The UCC").
- 22. The case cited by Island Holdings is not the current law of the case, nor the prevailing required standard for the perfection of a security interest over personal property pursuant to local law. Therefore, its ruling with respect to the authentication requirements in order

to perfect a security interest on an assignment of leases was substituted by the provisions of the Commercial Transactions Act cited above.

- 23. Island Holdings has failed to present any evidence of its perfected security interest over the personal property it seeks cash collateral rights. Furthermore, the only financing statements that have been included as part of the supporting documents for its proof of claim relate to specific Service Agreements of the Debtor which elapsed.
- 24. It has been also stated in <u>In re: Carlos F. Escribano & Co.</u>, 433 BR 59 (Bkrtcy. D.P.R. 2010) as follows:

A "security interest" here is defined as "a right in rem in personal property or real property by destination which secures payment or performance of an obligation." 19 L.P.R.A. § 451(37).....

A security interest under the PR-UCC is not enforceable and does not attach unless there is first an agreement between the parties regarding possession and control of the collateral, a value has been given over said collateral, and the debtor retains rights in it. 19 L.P.R.A § 2053. Additionally, a UCC security interest cannot be perfected until first filed in either the Registry of Property or the office of the Secretary of State and requires the submission of a financing statement which must be signed by the debtor. 19 L.P.R.A §§ 2151, 2152.

- 25. Therefore Island Holdings does not have a perfected security interest in Debtor's rents, that would allow it to any preferential right over the rent proceeds generated by the leases held by the Debtor. Upon its failure to provide evidence of its perfected security interest over the rents, Island Holdings does not have any cash collateral rights, or any right to receive adequate protection.
- 26. Rents, like cash proceeds from the sale of inventory and the collection of account receivables are denominated "cash collateral" when included within a creditor's security interest. 11 USC 363. Therefore, in order for a creditor to receive adequate protection it needs to prove that it has a perfected security interest over such cash collateral.

- 27. It is not until the creditor complies with this threshold matter that the Court can entertain the second prong of an adequate protection request, which is if the value of the creditor's interest in the property is declining.
- 28. Island Holdings has failed to meet the threshold burden of evidencing that it has a perfected security interest. Therefore, it is not entitled to adequate protection.

DEBTOR'S POSITION AS TO THE REQUEST FOR ADEQUATE PROTECTION

- 29. Furthermore, even in the light less favorable to the Debtor and assuming that this Honorable Court understands that the inapplicable legal arguments regarding perfection raised by Island Holdings are correct, which we dispute, it has been established that in the specific case of rents, adequate protection does not need to be provided if the rents are being renewed on a monthly basis and are not declining in value. More so, when the Debtor is current in its post petition real estate taxes and insurance over the real estate property is kept. In re: Mullen, 172 BR 473 (Bankrtcy. Mass. 1994)
- 30. In this case the rents have not decreased. On the contrary, the Debtor has recently obtained new lessees for the premises. The Debtor is also current in its post petition tax payments and insurance. Exhibit 3
- 31. If Island Holdings were to have any interest over the property in question, which we deny, the same is protected.
- 32. The Debtor herein requests that this Honorable Court SET ASIDE the Cash Collateral Order since (i) the same was originally granted based on false and misleading statements of the facts, (ii) the Debtor was not provided an opportunity to respond prior to the entry of such order, (iii) Island Holdings does not hold a perfected security interest pursuant to the Commercial Transactions Act, 19 LPRA 401 et seq., (iv) the case law cited by Island

Holdings is inapplicable to the case at bar, since it pre-dates the Commercial Transactions Act and therefore, Island Holdings interpretation of the case is inapposite and erred.

33. Furthermore, it is requested that this Honorable Court determine that Island Holdings does not hold a perfected security interest over the Debtor's leases and rents and that it is not entitled to adequate protection.

WHEREFORE for the above stated reasons the Debtor very respectfully requests that the order prohibiting the use of cash collateral be set aside and Debtor's compliance with the Order to show cause entered on June 6, 2013.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 12th day of June 2013.

I HEREBY CERTIFY that on this same date I electronically filed the foregoing through the CM/ECF System, which will send notification of such filing to the US Trustee and the parties therein registered to receive Notice as follows:

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Case:12-01076-ESL11 Doc#:186 Filed:06/12/13 Entered:06/12/13 14:26:26 Desc: Main Document Page 9 of 24

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C. CONDE & ASSOC.

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June 7, 2013

BY EMAIL and CERTIFIED MAIL

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221 Plaza, 5th Floor
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Re: National Promoters and Services, Inc. Case No.; 12-01076 (ESL)

Dear Ms. Colón and Mr. Vilarño:

On June 5, 2013, you filed an Urgent Motion For Entry of Order Prohibiting the Use of Island Holding's Cash Collateral and For Adequate Protection. ("The Cash Collateral Motion") (Docket 180). Thereafter you filed on June 6, 2013 a "Motion Submitting Document" where you included a document entitled "Assignment of Leases and Rents" in support of your motion. (Docket 181). This letter is made in accordance to the safe harbor provisions of Rule 9011 (c)(b) of the Federal Rules of Bankruptcy Procedure which provides as follows:

- (C) Sanctions. If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon attorneys, law firms, or parties that have violated subdivision (b) or are
- ...(b) It shall be served as provided in Rule 7004. The motion for sanctions may not be filed or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted the Court may award the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates or employees.

We herein request that the Motion be withdrawn and/or corrected in order to reflect the true events which transpired between the parties and their counsels. The following statements contained in the motion are false, misleading and have tarnished the undersigned's reputation and professional image:

- 1. Preliminary Statement at page 1 you state: "Counsels for the parties have discussed the possibility of entering into a cash collateral stipulation and/or for payment of adequate protection to Island Holdings, yet no such agreement exists." This statement is false. We have never entered into cash collateral discussions. No reference has ever been made in any of your prior motions to any alleged cash collateral rights nor reference was ever made to, nor was Exhibit 1 to the Motion previously produced by you, nor discussed among us. The first time that the issue of cash collateral was ever mentioned by you verbally or through any motion or letter was at the end of the hearing held on June 3, 2013. It was even acknowledged by the Court that a cash collateral request has never been made by your client nor was it part of the pending matters in the case.
- 2. Preliminary Statement at page 1 you state: "Notwithstanding the foregoing, the Debtor has admitted it is currently using Island Holdings' cash collateral without an agreement to do so. This has left Island Holdings without adequate protection, which it has demanded at no avail, and continues to demand now"- This statement is false. We have never entered into cash collateral discussions. The Debtor has never admitted it has been using Island Holdings' cash collateral. This matter has never been discussed by the parties, nor has the Debtor ever made any reference to any alleged cash collateral in the pleadings or communications to you or your client.
- 3. Items 8 and 9 of the Motion at page 3 you state: "8. Since the petition date, the Debtor has not deposited any payments on account receivables in any segregated accounts at Island Holdings. 9. Island Holdings explicitly informed the Debtor. No agreement has been reached." These statements are false and misleading. You have never made any request to the undersigned for deposits to be made in a segregated account at Island Holdings. Your pleadings do not make reference to any request, as you aver. At all times conversation related to adequate protection have been held in the scope of your motion and your allegations.

Furthermore, we have reviewed Proof of Claim #7 and Docket 40 which contain the supporting documents of such claim. The Assignment of Leases and Rents referenced as Exhibit 1 to the Motion was not included as part of the supporting documents of Claim #7, nor has this document previously been submitted by you to the undersigned through discovery or as part of the documents intended to be used at the evidentiary hearing. You have concealed this evidence and have not been forthcoming. Finally, the financing statements that are included in Docket 40 and which were referenced by you in discovery, refer to service agreements and not to lease agreements or assignment of rents.

For the above stated reasons we demand that you withdraw the Motion and correct the false statements made to the Court. If these statements are not corrected or the Motion is not withdrawn

we will have no other alternative than to seek sanctions against you and your firm pursuant to Rule 9011 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rule 9011-3.

With nothing further I remain,

Cordially,

Luisa S. Valle Castro

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SANTURCE, PR 00908

Núm Registro (File #): 2003002027

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ESTADO LIBRE ASOCIADO DE

COMMONWEALTH OF PUERTO RICO

PUERTO RICO

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Fecha de Ballina John 4: 24 Filing Date:

Hora:

Time:

Esta Declaración de Financiamiento es presentada para archivo de acuerdo con el This Financing statement is presented for filing pursuant to Chapter 9 of the

Capítulo 9 de la Ley de Transacciones Comerciales a: Commercial Transactions Act to:

Oficina del Secretario de Estado de Puerto Rico

[] Registro de Vehículos de Motor y Arrastres del Departamento de Transportación y Obras Públicas

Nombre del Deudor (o Cedente) Name of Debtor (or Assignor)

NATIONAL PROMOTERS AND SERVICES, INC.

Dirección (dirección postal: Address:

510 Muñoz Rivera Ave. San Juan, P.R. 00918

Número Seguro Social: Social Security Number:

66-031-1725

Nombre del Acreedor garantizado (o Cesionario) FIRSTBANK PUERTO RICO Name of Secured Party (or Assignee)

Dirección: Box 9146 Address

Santurce, P.R. 00908

1519 Ponce de León Avenue Santurce, P.R. 00909

(1) Esta declaración de financiamiento cubre las siguientes clases de propiedad (artículos): (1) This financing statement covers the following types (or items) of property:

- (a) Rights, interest and proceeds to that certain Services Contract dated December 23, 2002, between National Promoters and Services, Inc. and National Life Insurance Company.
- (b) Rights, interest and proceeds to that certain Services Contract dated December 23, 2002, between National Promoters and Services, Inc. and National Insurance Company.
- (2) (Si se reclama el producto de propiedad gravada) El producto de la propiedad está cubierta.
- (2) (If products of collateral are claimed) Products of the collateral are also covered.

(Use cualquiera que sea aplicable) (Use whichever is applicable)

FIRSTBANK PUERTO RICO (Secured Party)

NATIONAL PROMOTERS AND SERVICES, INC. (Debtor)

Vivian Arteaga Vice President

Benitez

President

Affidavit Number: /8/8

Acknowledged and subscribed to before me in San Juan, Puerto Rico, this 24th day of December, 2002, by the above signed persons, in the capacities and representations stated above, who are of legal age, single, respectively, executives, and residents of San Juan, Puerto Rico, both personally known to me.

NOTARY PUBLIC

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| 1 of 2 | Case:12-01076-ESL11 Doc#:40-34 Filed:06/06/12 Entered:06/06/12 12:49:57 De |
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DECLARACION DE FINANCIAMIENTO FINANCING STATEMENT

| Número de Archivo: Filing Number: | |
|--------------------------------------|----------|
| Fecha de Radicación: Filing Date: | <u> </u> |
| Hora: | |

Esta Declaración de Financiamiento es presentada para archivo de acuerdo con el This Financing statement is presented for filing pursuant to Chapter 9 of the

Capítulo 9 de la Ley de Transacciones Comerciales a: Commercial Transactions Act to:

Oficina del Secretario de Estado de Puerto Rico

[] Registro de Vehículos de Motor y Arrastres del Departamento de Transportación y Obras Públicas

Nombre del Deudor (o Cedente) Name of Debtor (or Assignor)

NATIONAL PROMOTERS AND SERVICES, INC. a Puerto Rico corporation

Dirección (dirección postal: Address:

510 Muñoz Rivera Ave. San Juan, P.R. 00918

Número Seguro Social: Social Security Number:

XX-XXX-1725

Nombre del Acreedor garantizado (o Cesionario) FIRSTBANK PUERTO RICO Name of Secured Party (or Assignee)

Dirección: Box 9146

1519 Ponce de León Avenue Santurce, P.R. 00909

Address Santurce, P.R. 00908

(1) Esta declaración de financiamiento cubre las siguientes clases de propiedad (artículos): (1) This financing statement covers the following types (or items) of property:

See Exhibit A attached

(2) (Si se reclama el producto de propiedad gravada) El producto de la propiedad está

(2) (If products of collateral are claimed) Products of the collateral are also covered.

(Use cualquiera que sea aplicable) (Use whichever is applicable)

FIRSTBANK PUERTO RICO

(Secured Party)

Vice President

NATIONAL PROMOTERS AND SERVICES, INC. (Debtor)

C. De García Treasurer

348 Affidavit Number:

Acknowledged and subscribed to before me in San Juan, Puerto Rico, this 28th day of September, 2007, by the above-signed persons, in the capacities and representations stated above, who are of legal age, single and married, executives, and residents of San Juan and Bayamón, Puerto Rico, respectively, both personally known to me.



Case:12-01076-ESL11 Doc#:40-34 Filed:06/06/12 Entered:06/06/12 12:49:57 Desi

EXHIBIT A TO FINANCING STATEMENT

DEBTOR: NATIONAL PROMOTERS AND SERVICES, INC. (XXX-XX-1725) SECURED PARTY: FirstBank Puerto Rico

DATED: September 28, 2007

The Security Collateral described hereinbelow covers all of debtors rights, title and interest secured by the Security Agreement executed on this date between Debtor and Secured Party. Terms not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement.

- (a) the following Service Agreements:
- Service Contract dated January 2, 2007 between National Promoters and Services, Inc. and National Premium Finance Co.
- Service Contract dated January 2, 2007 between National Promoters and Services, Inc. and Inscom Systems, Inc.
- Service Contract dated January 2, 2007 between National Promoters and Services, Inc. and Insurance Adjusters & Appraisers, Inc.
- Service Contract dated January 2, 2007 between National Promoters and Services, Inc. and National Life Insurance Company.
- 5. Service Contract dated January 2, 2007 between National Promoters and Services, Inc. and National Insurance Company.
- Service Contract dated January 2, 2007 between National Promoters and Services, Inc. and Carlos M. Benitez, Inc.
- (b) all proceeds of the foregoing Security Collateral. For purposes of this Financing Statement, the term "proceeds" includes whatever is receivable or received when the Security Collateral or proceeds thereof is sold, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, relating thereto.

NATIONAL PROMOTERS AND SERVICES, INC.

María Judia C. De García

Treasurer

Case:12asi072-0-00761ES296#:1886#:Filed:06/12/13 Entered:06/12/13 14:26:26 Desc: Main Schedule UCC 09/04/2011 Page 1 of 1

DEPARTAMENTO DE ESTADO

FIRSTBANK PUERTO RICO PO BOX 9146

SAN JUAN, PR 009089146

Lcdo. José J. Ledesma

279 Ponce de León San Juan, P.R. 00917

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> Ledesma, Vargas & Villarrubia, PSC Doral Bank Building, Suite 300

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A. DEVOLVER COPIA A: / RETURN COPY TO: (Newbee y direction postal / Norse and making address)

Reservado para el oficial de archivo / Reserved for the filing officer

REGISTRO DE

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Número de registro: Registration number:

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| | | | | |
| b. Hombre de la entitad / Entity nome National Promoters and Services, In | | | | |
| 510 Muñoz Rivera | Cindsd I City | Estado / State | Pals / Country | Código Postal / Zip Coc |
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| d (Optional) Información adictional sobre la entidad / (Optional) Additional information about the entity | | | | |
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| 4. ESTA DECLARACIÓN DE PINANCIAMIENTO CUBRE LAS SIGUIENTE THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR STEMS OF PROPE | S CLASES O ARTÍCULOS DE P | ROPIEDAD: | -l | |
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| (i) Rights, interest and proceeds to that certain Services Co Services, Inc. and National Life Insurance Company, pursue | intract dated January 4, 2 | 011, between | National P | romoters and |
| 2007 between Debtor and Secured Party | ant to Assignment of Ser | vice Agreemen | its dated S | eptember 28, |
| (ii) Pursuant to Mortgage Notes Pledge and Security Agree | mont between Date | | | |
| 2001, as amended on September 28, 2007, the following beare | ment between Debtor an | d Secured Par | ty, dated I | December 28, |
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| MARQUE SI APLICA / CHECK IF APPLICABLE (Describa la propiedad en el apén Los bienes anteriores habrán de convenirse en immedies por su decino. Esta desle | dice / Describe the real estate in th | a adda a dum) | | |
| Los bienes anteriores habrán de conventira en immubbes por su destino. Esta declara. The goods described above are to become fixtures. This Financing Statement will be file. | ción so presentará para registro en el Re | e dodengomy gisto de la Propiedad | | |
| The second secon | a tor record in the Real Estate Registry. | | | |
| FIRMA(S) / SIGNATURES(S) uner deuter / First debter | | 71 | ^ | |
| Deuter adicional / Additional debi | er Acr | ecor arantizado I Secure | d part/ | |
| MOTADIA (October 1994) | | milia (17 |) | 101 |
| MOTARIA (Opcional) / Notary (Optional) | | V James 162 | 1000 | |
| FFIDAVIT NUMERO / NUMBER: | | • | / | 0 1 |
| nado y suscrito, ante mi por l Swom and subscribed before me by: | | | | _ |
| | | | | , |

Fecha / Date:

Case:12-01076-ESL11 Doc#:186 Filed:06/12/13 Entered:06/12/13 14:26:26 Document Page 17 of 24

Sc: Main

NATIONAL PROMOTERS AND SERVICES, INC. 425 AVENIDA MUÑOZ RIVERA SAN JUAN, PUERTO RICO 00918

BANCO POPULAR DE PUERTO RICO POPULAR CENTER 101-201/215 1107

,495.04 ***

DOLLARS

1-marzo-2013

AUTHORIZED SIGNATURE

| PAY TO THE ORDER OF | CRIM | 92 | | \$*11 |
|------------------------|--------------|--------|--------------|---------------------------------|
| | The or | mII49 | [495mg=@4575 | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| | | | | 9 |
| MEMO Catastro | 063-041-167- | 12-001 | • | |

CENTRO DE RECAUDACION DE INGRESOS MUNICIPALES

Notificación y Requerimiento de Pago De La Contribución Sobre la Propiedad Inmueble Notification and Demand for Payment of Real Property Tax

| REGULAR - BANC | 0 | | EECUAC | IDATES SE | .00 |
|---|--------------|---|---|---|------------------|
| 2012-2013 | | FECHAS FECHA DE NOTIFICACION NOTIFICATION DATE | FECHA DE VENCIMIENTO DUE DATE | 3 | |
| NUMERO DE CATASTRO / P.IN NUMBER 063-041-167-12-001 | | AÑO FISCAL/BILLYEAR 2012-2013 02 MUNICIPIO/MUNICIPALITY 79 SAN JUAN | 01/07/2012 TASACIONY CONTRIBUCION SO PROPIEDAD INMUEBLE TIERRAS / LAND | 01/01/2013 BRE LA ASSESMENT AND TAX FOR REAL PROPE EXONERACIONY EXO | AMOULT RTY CT |
| XXX-XX-5929 | BANCO / BANK | NUMERO DE PRESTAMO / LOAN NUMBER | 150,270 | Ô. | |
| TIPO / RATE 10:330 | | DIST. ESPECIAL / SPECIAL DISTRICT | 73,000 | NET TAXABLE VA 234,27 | ILUE |
| USO/USE CABIDA/LAND SIZE 3001 2,569.60M DMBRE: NATIONAL PROMOTERS AND SERV LOCALIZACION: HATO REY . AVE MUNOZ RIVERA 425 SAN JUAN | | MAQUINARIA/MACHINERY 11,000 | CONTRIBUCIÓN / TAX 1er SEMESTRE 12,100.0 | | |
| | | VALOR TOTAL / TOTAL VALU 234,270 | CONTRIBUCIÓN / TAX 2do SEMESTRE 12,100.0 | | |
| | | EXENCION/EXEMPTION 0 | cont. anual/anni 24,200.0 | | |
| | | | VALOR TRIBUTABLE / TAXABLE 234,270 | VALUE SEE IMPORTANT INFORMATION ALL | |

Favor de comunicarse con su banco hipotecario antes de efectuar el pago. En el caso en que el banco no pague las contribuciones, es su responsabilidad pagarlas. Debe incluir el talonario de la notificación con su pago debidamente identificado.

A partir de 91 dias despúes de la fecha de vencimiento se computarán intereses y despúes de 120 dias de la fecha de vencimiento se computarán recargos. Contribución de años anteriores no aparece en ésta factura.

| CONTRIBUCION ADEUDADA / AÑO | CORRIENTE / CURRENT TAX DUE |
|---|-------------------------------------|
| FECHA / DATE | CANTIDAD ADEUDADA / AMOUNT DUE |
| HASTA / BY 31/01/2013 HASTA / BY 02/03/2013 HASTA / BY 01/04/2013 | 10,890.04 11,495.04 12,100.04 |
| AN Ch 1107 | 11495.04 |

| | 'PRINCIPALY RECARGOS CURRENT TAX AND SURC | DEL AÑO CORRIENTE HARGE OUTSTANOING | PRINCIPAL Y RECARGOS | DE AÑOS ANTERIORES IRCHARGE OUTSTANDING |
|---|--|---|----------------------|--|
| _ | 0 | EXCLUYE INTERESES EXCLUDING INTEREST | 0 | EXCLUYE INTERESES EXCLUDING INTEREST |

EL PAGO SE PUEDE HACER POR CORREO USANDO EL SOBRE ADJUNTO O EN CUALQUIER INSTITUCION FINANCIERA PARTICIPANTE.
PAYMENT CAN BE MADE BY MAIL USING THE ENCLOSED ENVELOPE OR AT SELECTED FINANCIAL INSTITUTIONS.





CENTRO DE RECAUDACION DE INGRESOS MUNICIPALES

Notificación y Requerimiento De Pago De La Contribución Sobre La Propiedad Inmueble Notification and Demand for Payment of Real Property Tax

| REGULAR 2011-2012 | | FECHAS (DATES | | |
|--|-----------------------------------|---|---|--|
| | | FECHA DE NOTIFICACION NOTIFICATION DATE | FECHA DE VENCIMIENTO OUE DATE | |
| NUMERO DE CATASTRO / PIN NUMBER | ANOFISCAL/BALYEAR 2011-2012 02 | 01/07/2011 | 01/01/2012 | |
| 063-041-167-12-001 | WUNICIPIO / MUNICIPALITY | TASACION Y CONTRIBUCION SOBA PROPIEDAD INAJUEBLE | E LA ASSESMENT AND TAX AVOUNT FOR REAL PROPERTY | |
| The state of the s | 79 SAN JUAN | TIERRAS/LANO | EXONERACION / EXONERATION | |
| EGURO SOCIAL SOCIAL SECURITY BARCO BARK XXX-XX-5929 | HUMERO DE PRESTAMO I LOAN NUMBER | 1,502,700 | 0 | |
| 7/7/-7/7-3329 | | ESTRUCTURAS / STRUCTURES | VALOR NETO TRIBUTABLE | |
| 1,033 | DIST ESPECIAL SPECIAL DISTRICT | 730,000 | NET TAXABLE VALUE 2,342,700 | |
| <u> </u> | CABIDA/LANO SIZE 2,569,60M | MAGUINARIA / MACHINERY | CONTRIBUCION / TAX AMOUNT | |
| MBRE: NATIONAL PROMOTERS | | 110,000 | 12,100.05 | |
| | AND SERV | VALOR LATOT / TOTAL VALUE | CONTRIBUCION / TAX AMOUNY 200 SEMESTRE | |
| LOCALIZACION HATO REY | Į. | 2,342,700 | 12,100.04 | |
| AVĘ MUNOZ RIVE SAN JUAN | FIA 425 | EXENCION - EXEMPTION | CONT ANUAL ANNUAL TAX | |
| SAIN JUAN | | 0 | 24,200.09 | |
| on surposed CDBA James as to | | VALOR TRIBUTABLE / TAXABLE VALU | ON THE BACK | |
| ga su pago al CRIM dentro de los vencimiento para acogerse a los | bu dias a partir de la fecha | 2,342,700 | "VEA INFORMACION AL CIORSO | |
| lev. Incluya an el cobre prodicial | do altala antico do descuelido | | | |

A partir de 91 días despúes de la fecha de vencimiento se computarán intereses y despúes de 120 dies de la fecha de vencimiento se computarán recargos. Contribución de años anteriores no aparece en ésta factura.

por ley. Incluya en el sobre predirigido el talonario de la notificación con su pago debidamente identificado.

| FECHA | / DATE | CANTIDAO ADEUDADA JAMOUNT DUE | | |
|---|------------|---|--|--|
| HASTA / BY | 31/01/2012 | 10,890.04 | | |
| HASTA / BY | 01/03/2012 | 11,495.04 | | |
| HASTA / BY 31/03/2012 | | , 12,100.04 | | |
| | | | | |
| PRINCIPAL Y PECARGOS DEL AÑO CORRIENTE CURRENT TAX AÑO SURCHARGE OUTSTANDING O EXCLUYE INTERESES EXCLUDING INTEREST | | FRINCIPAL Y RECARGOS DE ANOS ANTERIORES PRIOR YEARS TAX AND SURCHARGE OUTSTANDING O EXCLUYE INTERESE EXCLUDING INTERES | | |

EL PAGO SE PUEDE HACER POR CORREO USANDO EL SOBRE ADJUNTO O EN CUALQUIER INSTITUCION FINANCIERA PARTICIPANTE. PAYMENT CAN BE MADE BY MAIL USING THE ENCLOSED ENVELOPE OR AT SELECTED FINANCIAL INSTITUTIONS.

CUPON DE

PAGO

para pagos por correo hagalo a favor del c r i u

FOR PAYMENT BY WALL VAKE REMITTANCE PAYABLE TO GRIM V 75 0 0 0 0 00000 HUMERO DE CATASTRO I PIN NUMBER

083-041-167-12-001

REGULAR 2011-2012

WUNICIPIO : MUNICIPALITY

79 SAN JUAN

PARA CAMBIO DE DIRECCION VEA EL DORSO SEE REVERSE SIDE FOR CHANGE OF ADDRESS

REC

1688-110

Monthediadardhadhadhadhadhadhadhadh NATIONAL PROMOTERS AND SERV

PO BOX 368107 SAN JUAN PR 00936-6107 FECHA VENCIMIENTO DUE DATE 01/07/2011

450 FISCAL SILL FEAR 2011-2012 02

| FECHA | DATE | CANTIDAD ADEUDADA |
|------------|------------|-------------------|
| HASTA / BY | 31/01/2012 | 10,890.04 |
| HASTA / BY | 01/03/2012 | 11,495,04 |
| HASTA / BY | 31/03/2012 | 12,100.04 |

MPORTE PAGADO AMOUNT PAID

Desc: Main

Puede realizer su pago a través de nuestra pégina de internet www.crimpr.net o ilamando a nuestro sistema de pagos automatizados al 787-525-0060.

Online Payments by www.crimpr.net or call our interactive voice response payments system (IVR) at 787-525-0060.

NATIONAL PROMOTERS AND SERVICES, INC. 425 AVENIDA MUñOZ RIVERA SAN JUAN, PUERTO RICO 00918

BANCO POPULAR DE PUERTO RICO POPULAR CENTER 101-201/215

1108

1-marzo-2013

| RDER OF | C | RIM | a di Calenna | | 1 | ch | |
|--------------------------------|--|--|--|---------------------------------------|---|-------------|----------------------------|
| | - | THE ENGLISH CONT | Light of the property of the country | odn for a | 3 | \$ 641.31 | *** |
| | | | | | | | DOLL |
| | | | , | | | | |
| O Catastro (| 063-05 | 1-259-09-309 | | | | | |
| | ասու | | | 14 - tun tapan ing \ tanip r jul a gr | AUTHORIZED SI | GNATURE | Tapp (midde meg hars etc.) |
| | | 108 | Pr NAMMRARD | 180° | 72 M/960 100 400 400 400 400 400 400 400 400 40 | | |
| | | | | | | | |
| | Der, | | | | | | |
| Invierte en ti | (8/8/0 | GOBIERNO D | E PUERTO RICO | | | | |
| | / 0 | CIALLIO DE VECKODACIÓN | DE INGRESOS MUN | ICIPALE | es e | (3) | |
| The street care | Not | ificación y Requerimiento de Pago De L | a Contribución Sobre la Propi | edad Inmi | ueble 🕌 | | |
| , | | Homeanon and Demand IO | Payment of Real Property Tax | (| | 1" | |
| EGULAR - BANC | Ó | | FECHAS | DATES | Publica | _ 2 | 7 |
| 12-2013 | | | FECHA DE NOTIFICACION NOTIFICATION DATE | FECHA | DE VENCIMIENTO | | • |
| NUMERO DE CATASTRO / PIN N | | AÑO FISCAL/BILLYEAR 2012-2013 02 | 01/07/2012 | | /01/2013 🙃 | <u> </u> | |
| 063-051-259-09 | 1-309 | MUNICIPIO / MUNICIPALITY | TASACION Y CONTRIBUCION SOB PROPIEDAD INMUEBLE | RELA | Assesmen t a nd For neay pa | | |
| EGURO SOCIAL / SOCIAL SECURITY | BUICO /BANK | 79 SAN JUAN | TIERRAS/LAND 660 | | EXONERACION / I | |] |
| XXX-XX-1725 | | , | ESTRUCTURAS / STRUCTURES | | | | |
| TIPO/RATE | L., | DIST. ESPECIAL / SPECIAL DISTRICT | 12,410 | 5 | VALOR NETO T NET TAXABL | E VALUE | |
| 10.330 USO/USE | | CABIDA / LAND SIZE | | | 13,0 | | |
| 1001 | Ellinois Companies and a compa | 24.23M | MAQUINARIA / MACHINERY, | | CONTRIBUCIÓN A Ter SEMESTRE | | |
| BRE: NATIONAL PR | OMOTER | S AND SERV | VALOR TOTAL / TOTAL VALUE | | 675. | | |
| | | | 13,070 | | 2do SEMESTRE 675. | | |
| LOCALIZACION: APTO | 0 507 RIO | PIEDRAS . COND EL | EXENCION / EXEMPTION | | CONT. ANUAUA | | |

Favor de comunicarse con su banco hipotecario antes de efectuar el pago. En el caso en que el banco no pague las contribuciones, es su responsabilidad pagarlas. Debe incluir el talonario de la notificación con su pago debidamente identificado.

LOCATION ADDRESS: CENTRO II

SAN JUAN

A partir de 91 días despúes de la fecha de vencimiento se computarán intereses y despúes de 120 dias de la fecha de vencimiento se computarán recargos. Contribución de años anteriores no aparece en ésta factura,

| | O CORRIENTE / CURRENT TAX DUE | | | |
|-----------------------|--------------------------------|--|--|--|
| FECHA / DATE | CANTIDAD ADEUDADA / AMOUNT DUE | | | |
| HASTA / BY 31/01/2013 | 607.56 | | | |
| HASTA / BY 02/03/2013 | 641.31 | | | |
| HASTA / BY 01/04/2013 | 675.06 | | | |
| | | | | |
| 1108 | Cn4131 | | | |

EXCLUYE INTERESES EXCLUDING INTEREST

0

VALOR TRIBUTABLE / TAXABLE VALUE

13,070

0

1,350.13

* SEE IMPORTANT INFORMATION ON THE BACK

VEA INFORMACION AL DORSO

0

EXCLUYEINTERESES EXCLUDING INTEREST EL PAGO SE PUEDE HACER POR CORREO USANDO EL SOBRE ADJUNTO O EN CUALQUIER INSTITUCION FINANCIERA PARTICIPANTE.
PAYMENT CAN BE MADE BY MAIL USING THE ENCLOSED ENVELOPE OR AT SELECTED FINANCIAL INSTITUTIONS.

Case:12-01076-ESLIT Doc#:186 Filed:00:12:13 Page 21 of 24

NATIONAL PROMOTERS AND SERVICES, INC.
425 AVENIDA MUÑOZ RIVERA
SAN JUAN, PUERTO RICO 00918

BANCO POPULAR DE PUERTO RICO POPULAR CENTER 101-201/215

1001

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20-julio-2012 ·

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063-051-259-09-309

AUTHORIZED SIGNATURE

#BCO160# 1#O21202011# D30mB3E018#

Invierte en ti

NAPRO



GOBIERNO DE PUERTO RICC

CQ 1001

CENTRO DE RECAUDACION DE INGRESOS MUNICIPA BEL Notificación y Requerimiento De Pago De La Contribución Sobre La Propiedad Inmusi

Notification and Demand for Payment of Real property Tax

REGULAR - BANCO 2012-2013 NUMERO DE CATASTRO / PIN NUMBER ANO FISCAL / BILL YEAR 2012-2013 01 063-051-259-09-309 MUNICIPIO / MUNICIPALITY 79 SAN JUAN SEGURO SOCIAL / SOCIAL SECURITY BANCO / BANK NUMERO DE PRESTAMO / LOAN NUMBER XXX-XX-1725 . DIST. ESPECIAL /SPECIAL DISTRICT 10.330 USO/USE CABIDA / LAND SIZE 1001 24.23M

NOMBRE: NAME:

NATIONAL PROMOTERS AND SERV

LOCALIZACION LOCATION ADDRESS

. APTO 507 RIO PIEDRAS . COND EL CENTRO II

SAN JUAN

Favor de comunicarse con su banco hipotecario antes de efectuar el pago. En el caso en que el banco no pague las contribuciones, es su responsabilidad pagarlas. Debe incluir el talonario de la notificacion con su pago debidamente identificado.

A partir de 91 dias despues de la fecha de vencimiento se computaran intereses y despues de 120 dias de la fecha de vencimiento se computaran recargos. Contribucion de anos anteriores no aparece en esta factura.

| 101 | Tayment of Hear 1990 Penty | 1823 | AM | 9: 58 | , | 12_ | | | |
|-----|--|-------------------------------|---|------------|--------------|-------------------------|---------|--|--|
| | | FECHA | S/DA | res | / | | | | |
| | FECHA DE NOTIFICACION NOTIFICATION DATE | FECHA DE VENCIMIENTO DUE DATE | | | | | | | |
| | 01/07/2012 | 0 | | 2012 | | | | | |
| | TASACION Y CONTRIBUCION SO PROPIEDAD INMUEBLE | BRELA | 7 | ASSESM | ENT AN | D TAX AMOUNT | | | |
| i | TIERRAS/LAND | | Γ | | | PROPERTY EXONERATION | | | |
| | 660,00 | | | | 0.0 | 10 | | | |
| | ESTRUCTURAS / STRUCTUR | ES | VALOR NETO | | | TRIBUTABLE | | | |
| - | 12,410.00 | 12,410.00 | | | 3,07 | LE VALUE | | | |
| | MAQUINAR/A / MACHINERY | , | | CONTRIE | UCION | CION / TAX AMOUNT | | | |
| _ | 0.00 | | | for SEME | STRE 675. | 07 | \cdot | | |
| 1 | VALOR TOTAL / TOTAL VALU | E | CONTRIBUCION / TAX AMOUN | | | • • | | | |
| | 13 070 00 | 13,070.00 | | | STRE | | | | |
| ŀ | EXENCION/ EXEMPTION | | | ***** | 375.0 | | | | |
| | THE PROPERTY OF THE PROPERTY O | ļ | | CONT. A | NUAL / | ANNUAL TAX | | | |
| 1 | 0.00 | | | 1, | ,350. | .13 | | | |
| 1 | VALOR TRIBUTABLE / TAXABLE V | ALUE | • SE | E IMPORTAN | r inför | RMATION | | | |
| L | 13,070.00 | | ON THE BACK VEA INFORMACION AL DORSO | | | | | | |
| | | | | | | | | | |

| FECHA | /DATE | CANTIDAD ADEUDADA /AMOUNT DUE | | |
|------------|------------|-------------------------------|--|--|
| HASTA/BY | 31/07/2012 | 607.57 | | |
| HASTA / BY | 30/08/2012 | 641.32 | | |
| HASTA/BY | 29/09/2012 | 675.07 | | |

PRINCIPAL Y RECARGOS DEL AÑO CORRIENTE
CURRENT TAX AND SURCHARGE OUTSTANDING
O EXCLUYE INTERESES
EXCLUDING INTEREST
O EXCLUYE INTEREST

O EXCLUYE INTERESES
EXCLUDING INTEREST

Case:12-01076-ESL11 Doc#:186 Filed:06/12/13 Entered:06/12/13 14:26:26 Desc: Main Page 22 of 24 Document

DE OPTIMA Q B E

OPTIMA

INSURANCE COMPANY

PO BOX 195500 SAN JUAN, PR 00919-5500 COMMON POLICY DECLARATIONS DECLARATIONS

POLICY NO. 55-CP-000030790-2/000

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

1

NATIONAL PROMOTERS AND SERVICES, INC PO BOX 366107 SAN JUAN PR 00936-6107

COLONIAL INS. SAN JUAN 1101 AVE MUNOZ RIVERA SAN JUAN PR 00925

POLICY PERIOD: From 11/13/2012 to 11/13/2013 12:01 A.M. AT THE INSURED'S MAILING ADDRESS THE NAMED INSURED IS : CORPORATION BUSINESS DESC :

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHI PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUST | CH A MENT. |
|--|---------------|
| | PREMIUM |
| COMMERCIAL PROPERTY | 8,743 |
| COMMERCIAL GENERAL LIABILITY | 581 |
| COMMERCIAL CRIME | COVERED |
| COMMERCIAL INLAND MARINE | 100 |
| ESTIMATED TOTAL PREMIUM POLICY FEE | \$9,424 |
| GRAND TOTAL | \$9,424.00 |
| PREMIUM SHOWN IS PAYABLE: \$9,424 AT INCEPTION; 1ST ANNIVERSARY; 2ND ANNI | IVERSARY |
| AMOUNT DUE THIS INVOICE | \$9,424 |

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS IL0136 (05-04) IL0985 (01-08) IL0017 (11-98) OPT0002(09/05) IL0020 (11-85) ILN001 (09-03)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY. COLONIAL INS. SAN JUAN COLONIAL INS. SAN JUAN

| COUNTERSIGNED | AT- | NAP | IIIAN | DD |
|---------------|-----|------|-------|----|
| COOLITION | ni. | SAIN | JUAN, | rĸ |

BY: ____

AUTHORIZED REPRESENTATIVE

Insured's Copy Page 1 of

Case:12-01076-ESL11 Doc#:186 Filed:06/12/13 Entered:06/12/13 14:26:26 Desc: Main Document Page 23 of 24 QBE OPTIMA OPTIMA INSURANCE COMPANY

PO BOX 195500 SAN JUAN, PR 00919-5500

COMMERCIAL PROPERTY

DECLARATIONS

POLICY NO. 55-CP-000030790-2/000

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

NATIONAL PROMOTERS AND SERVICES, INC PO BOX 366107

SAN JUAN PR 00936-6107

COLONIAL INS. SAN JUAN 1101 AVE MUNOZ RIVERA SAN JUAN PR 00925

POLICY PERIOD: From 11/13/2012 to 11/13/2013 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

PREM. NO. 1 BLDG. NO. 1

425 MUNOZ RIVERA AVE. HATO REY, SAN JUAN PR

ON A THO STORIES CONCRETE BUILDING OCCUPIED AS THE INSURED'S OFFICE & PRINTING SHOP ON THE

FIRST FLOOR & VACANT ON THE SECOD FLOOR, LOCATED ON THE ABOVE MENTIONED ADDRESS.

COVERAGES PROVIDED -

INSURANCE AT THE DESCRIBED PREHISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

| COVERAGE | CAUSE OF LOSS | DED | сотиз | LIMIT OF | INSURANCE |
|------------------------------------|----------------------|-----------------|------------|----------|----------------|
| BUILDING | SPECIAL-Incl theft | \$ 250 | 100% | 2,000, | \$ |
| AGREED VALUE: \$ 2,000,000 | EXP DATE: 11-13-13 | | | ,, | |
| AGREED VALUE: \$ 2,000,000 | EARTHQUAKE | 5% | 100% | 2,000, | 000 |
| BUSINESS PERSONAL PRO | PERTY | | | _,,,,, | |
| | SPECIAL-Incl theft | 250 | 100% | 150, | 000 |
| AGREED VALUE: \$ 150,000 | THEFT COVERAGE | 250 | LIMITED TO | 150, | |
| AGREED VALUE: \$ 150,000 | EXP DATE: 11-13-13 | | | | |
| AGREED VALUE: \$ 150,000 | EARTHQUAKE | 5% | 100% | 150, | 000 |
| BUSINESS INCOME - INCLUDI | NG RENTAL VALUE | | | | |
| BUSINESS INCOME WITH EXTRA EXPENSE | SPECIAL-Incl theft | MAX PERIOD OF I | NDEMNITY | 120, | 000 |
| AGREED VALUE: \$ 120,000 | EXP DATE: 11-13-13 | | | , | |
| AGREED VALUE: \$ 120,000 | EARTHQUAKE | | | 120, | 000 |
| GLASS COVERAGE | | NIL | | | • |
| CLASS COVEDAGE TO ACCORDED HANDED | THIS SECTION ON A DE | HUST DADED | | | |

GLASS COVERAGE IS AFFORDED UNDER THIS SECTION ON A BLANKET BASIS.

OPTIONAL COVERAGES

BUILDING: REPLACEMENT COST

PERSONAL PROPERTY: REPLACEMENT COST

- INCLUDING STOCK

WINDSTORM & HAIL DEDUCTIBLE: 2%

FOR \$ AMOUNT OF WINDSTORM OR HAIL AND EARTHQUAKE DEDUCTIBLES, SEE 'SCHEDULE OF DEDUCTIBLES'.

Insured's Copy

11-30-12

ACM ACOLO

Page 2 of

BE OPTIMA Q B E

ÍNSURANCE OPTINA PO BOX 195500 SAN JUAN, PR 00919-5500 COMMERCIAL PROPERTY **DECLARATIONS**

POLICY NO. 55-CP-000030790-2/000

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

NATIONAL PROMOTERS AND SERVICES, INC PO BOX 366107

SAN JUAN PR 00936-6107

COLONIAL INS. SAN JUAN 1101 AVE MUNOZ RIVERA SAN JUAN PR 00925

POLICY PERIOD: From 11/13/2012 to 11/13/2013 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

MANUSCRIPT FORMS:

OPT1003(06/07) - EQUIPMENT BREAKDOWN COVERAGE

LIMIT OF INSURANCE

\$2,270,000

DED \$250

OPTO001(10/05) - OPTIMA COMPREHENSIVE ENDORSEMENT

TOTAL PROPERTY PREMIUM

\$8,743

MORTGAGE HOLDERS:

ID:

17 LOAN #

FIRST BANK

PREM 1 BLDG 1

APPLY TO:

PO BOX 9146

SAN JUAN

PR 00908 0146

TERRORISM EXCLUSION APPLIES - TERRORISM INSURANCE ACT REJECTED

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL PROPERTY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: CP0090 (07-88) CP0117 (12-90) IL0935 (08-98) CP0175 (07-06) CP0010 (10-90) CP1030 (10-90) CPO299 (11-85) CP1042 (05-01) CP0030 (10-90) CP1515 (07-88) CP0015 (07-88) IL0941 (01-02) IL0953 (01-08) 0PT1003(06/07) 0PT0001(10/05) CP0330 (04/09) CP1032 (08-08) CPN001 (11-05) IL0030 (01-06) IL0031 (01-06) IL0985 (01-08)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COLONIAL INS. SAN JUAN

COLONIAL INS. SAN JUAN

COUNTERSIGNED AT: SAN JUAN, PR

BY: ___ AUTHORIZED REPRESENTATIVE

Insured's Copy

11-30-12

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